

U.S. Department of Justice
Washington, DC 20530

Exhibit A to Registration Statement
Pursuant to the Foreign Agents Registration Act of
1938, as amended

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name and Address of Registrant Hill and Knowlton Strategies, LLC 607 14th Street N.W., ste. 300 Washington, D.C. 20005		2. Registration No. 3301						
3. Name of Foreign Principal Haya Bint Al Hussein	4. Principal Address of Foreign Principal P.O. Box 111888 World Trade Center Complex Convention Center Bldg, 5th Floor Dubai, United Arab Emirates							
5. Indicate whether your foreign principal is one of the following:								
<input type="checkbox"/> Foreign government <input type="checkbox"/> Foreign political party <input type="checkbox"/> Foreign or domestic organization: If either, check one of the following: <table style="width: 100%; border: none;"> <tr> <td><input type="checkbox"/> Partnership</td> <td><input type="checkbox"/> Committee</td> </tr> <tr> <td><input type="checkbox"/> Corporation</td> <td><input type="checkbox"/> Voluntary group</td> </tr> <tr> <td><input type="checkbox"/> Association</td> <td><input type="checkbox"/> Other (<i>specify</i>) _____</td> </tr> </table>			<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee	<input type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group	<input type="checkbox"/> Association	<input type="checkbox"/> Other (<i>specify</i>) _____
<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee							
<input type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group							
<input type="checkbox"/> Association	<input type="checkbox"/> Other (<i>specify</i>) _____							
<input checked="" type="checkbox"/> Individual-State nationality <u>Jordanian</u>								
6. If the foreign principal is a foreign government, state:								
a) Branch or agency represented by the registrant N/A								
b) Name and title of official with whom registrant deals N/A								
7. If the foreign principal is a foreign political party, state:								
a) Principal address N/A								
b) Name and title of official with whom registrant deals N/A								
c) Principal aim N/A								

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8. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

Humanitarian, philanthropic, volunteer

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal Yes No

Owned by a foreign government, foreign political party, or other foreign principal Yes No

Directed by a foreign government, foreign political party, or other foreign principal Yes No

Controlled by a foreign government, foreign political party, or other foreign principal Yes No

Financed by a foreign government, foreign political party, or other foreign principal Yes No

Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes No

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page must be used.)

Foreign principal is the spouse of Sheikh Mohammed Bin Rashid Al Maktoum, the Prime Minister of the UAE and the ruler of Dubai. Registrant's work has no connection any official duties of the Foreign Principal, her spouse, or the governments of Dubai or the UAE.

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

N/A

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EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A	Name and Title	Signature
January 25, 2012	Danner Bethel, Executive Vice President	/s/ Danner Bethel eSigned

U.S. Department of Justice
Washington, DC 20530

Exhibit B to Registration Statement
Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant Hill and Knowlton Strategies, LLC	2. Registration No. 3301
3. Name of Foreign Principal Haya Bint Al Hussein	

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Check Appropriate Box:

- 4. The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
- 5. There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
- 6. The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
- 7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

The foreign principal entered into an agreement with Public Strategies, Inc. (Registration No. 5913) on October 13, 2009. This agreement was amended effective April 1, 2010 and then assigned to the registrant. The effective date of the assignment is January 15, 2012. The original agreement, letter of amendment, and partially executed assignment are attached. Registrant will submit the fully executed assignment as soon as it is signed by the foreign principal.

Registrant provides strategic counsel and assistance with media relations to support the foreign principal's international humanitarian, philanthropic and volunteer work.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

See response to question 7 above. Registrant provides (a) advice and counsel on the humanitarian work of the foreign principal and (b) assists with the drafting of speeches, articles and other materials to support her work.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes No

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

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EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
January 25, 2012	Danner Bethel, Executive Vice President	/s/ Danner Bethel eSigned

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

PUBLIC STRATEGIES INC

October 13, 2009

Her Royal Highness, the Princess Haya Bint Al Hussein
P. O. Box 111888
World Trade Center Complex
Convention Center Building, 5th floor
Dubai, United Arab Emirates

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Your Royal Highness:

We look forward to working with you. So that Public Strategies, Inc. may immediately begin work, we would like to set forth in this Letter of Understanding the material terms of our engagement. Further, we encourage you to review the guiding principles by which we conduct business, which can be seen at <http://www.pstrategies.com/private.php>.

Beginning as of October 12, 2009 and continuing thereafter on a month-to-month basis until terminated as provided herein (the "Term"), Public Strategies will serve as a consultant on an as needed basis to Your Royal Highness providing reputation and media relations services relating to Your Royal Highness. It is agreed that such services will be performed primarily by Ron Hutcheson, Director. Either party may terminate Public Strategies' engagement at any time upon at least thirty (30) days advance written notice to the other party, which may be sent via email. For our consulting services, Public Strategies will receive in advance a monthly consulting fee of Ten Thousand US Dollars (\$10,000.00 USD) plus reimbursement of business expenses that are reasonably incurred. Business expenses may include coach airfare for trips within the continental United States, business class airfare for trips beyond the continental United States, car rental, lodging, cab fare/parking, mileage, meals, tips, research charges, printing/publication by an outside vendor, overnight express shipping, and long distance telephone relating to the Services. The first payment of the fee is due upon execution of this letter and all remaining monthly Consulting Fees shall be payable on the first (1st) day of each succeeding month. All amounts due hereunder shall be assessed sales tax, as applicable. Please submit payment via wire transfer, as follows Public Strategies, Inc., account number [REDACTED] at Wachovia Bank, N.A. in Charlotte, NC, USA, ABA number [REDACTED] International swift code [REDACTED].

Public Strategies will maintain the confidential nature of Your Royal Highness's information subject to the provisions hereof (the "Confidential Information"). Except as otherwise provided in (i), (ii) or (iii), Public Strategies agrees: (a) not to disclose Confidential Information to any third party other than its service providers, agents, representatives and professional advisors who need to know the information to represent or advise it with respect to the subject matter of this Agreement, without the prior consent of Your Royal Highness; (b) to use such Confidential Information solely for the purpose of performing the Services; and (c) to restrict disclosure of Confidential Information to Public Strategies' employees and other persons performing services related to this Agreement with a need to know, unless (i) otherwise required by law; (ii) such information was in Public Strategies' or its contractors' possession at the time of disclosure by Your Royal Highness; or (iii) such information is or becomes available from a third party other than as a result of any wrongful disclosure by Public Strategies. Confidential Information shall remain the property of Your Royal Highness. Upon request by Your Royal Highness, Public Strategies shall return Confidential Information to Your Royal Highness; provided that Public Strategies shall be entitled to retain file copies of any materials prepared by it, which shall remain subject to the obligations herein. The obligations herein shall continue after the termination of this Agreement for a period of three (3) years.

During the Term of this Agreement and for a period of one year after its termination, Your Royal Highness shall not for its purposes or for the purposes of any third party: directly or indirectly through a separate legal entity (a) hire or solicit for hire, whether by employment or as an independent contractor, any person who is in the employment of Public Strategies or has been in the employment of Public Strategies since the effective date of this Agreement; or (b) enter into a contract or solicit such a contract with any employee or contractor of Public Strategies if such contract relates to the Services provided by Public Strategies under this Agreement. Such nonsolicitation obligations may be waived with the prior written consent of the Chief Operating Officer of Public Strategies.

3000 San Jacinto Street, Suite 1100, Austin TX 78701
Phone: 512-476-8844 Fax: 512-241-0100
pstrategies.com

Your Royal Highness agrees to exercise due diligence in its directions to Public Strategies regarding the preparation of materials and represents and warrants to Public Strategies that Your Royal Highness is able to substantiate all claims and representations. If Your Royal Highness furnishes any information or materials for Public Strategies to use for purposes of this Agreement, Your Royal Highness represents and warrants to Public Strategies that Your Royal Highness has all rights, titles, and interests necessary for Public Strategies to use such information or materials.

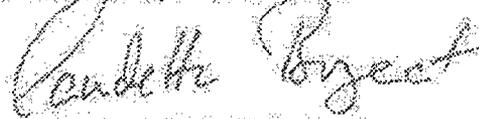
This Agreement contains the entire agreement and understanding between the parties with respect to the subject matter hereof and merges and supersedes all prior communications and writings, with respect thereof. No other promises or agreements of any kind have been made by any person or entity to cause the parties to sign this Agreement. No modifications or alterations of this Agreement shall be effective unless made in writing and signed by both parties.

If Your Royal Highness is in agreement with the terms generally set forth in this letter, please countersign a copy, and return it to me along with a payment of Ten Thousand US Dollars (\$10,000.00 USD).

Again, we look forward to working with you. Please call me if you have any questions.

Yours Truly,

Agreed to and accepted by:
Her Royal Highness,
The Princess Haya Bint Al Hussein



By: Candy Burnyeat, Communications Director for
Her Royal Highness.
The Princess Haya Bint Al Hussein
October 18, 2009



Julia Sutherland
Managing Director
Public Strategies, Inc.

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PUBLIC STRATEGIES INC

March 30, 2010

Her Royal Highness, the Princess Haya Bint Al Hussein
P. O. Box 111888
Convention Tower Building, 5th floor
Dubai, UAE

LETTER OF AMENDMENT

Your Royal Highness:

This amendment will serve to revise the monthly consulting fee under our Letter Agreement of October 13, 2009 (the "Letter Agreement").

Effective as of April 1, 2010, our Consulting Fee will be \$25,000 USD per month, until terminated as provided in the Letter Agreement.

All other terms of the Letter Agreement shall remain the same.

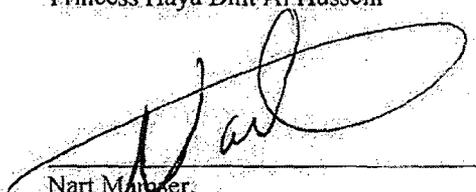
If this amendment accurately reflects your understanding concerning the monthly fee increase, please sign and return a copy to me.

Please call me if you have any questions.

Yours Truly,

Agreed to and accepted by:
Her Royal Highness,
Princess Haya Bint Al Hussein


Julia Sutherland
Managing Director
Public Strategies, Inc
Date: 4.5.2010


Nart Mambor,
Office of HRH Princess Haya Bint Al Hussein
Date: 31/03/2010

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ASSIGNMENT AND ASSUMPTION OF CONTRACT

THIS AGREEMENT OF ASSIGNMENT AND ASSUMPTION OF CONTRACT (this "Agreement") is made and entered into as of the Effective Date (hereinafter defined), by and between Public Strategies, Inc. ("Assignor") and Hill and Knowlton Strategies, LLC ("Assignee").

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to accept, all of Assignor's right, title, interest, liabilities, obligations, and benefits under, in and to, that certain Letter of Understanding, effective as of October 12, 2009, by and between Assignor and Her Royal Highness, the Princess Haya Bint Al Hussein, as amended ("the Contract").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, Assignor and Assignee do hereby agree as follows:

1. Assignor, as of the Effective Date hereof, hereby assigns, transfers and delivers to Assignee the Contract together with all Assignor's rights, title, interest, obligations, liabilities, and benefits held by Assignor in and to the Contract, subject to Section 4, hereof.
2. Subject to Section 4 hereof, Assignee, for itself and its successors and assigns, hereby agrees to assume the Contract (and Assignor's rights, title, interest, obligations, liabilities, and benefits thereunder) and agrees to fulfill, pay or perform, or cause to be paid or performed, and otherwise discharge or cause to be discharged all of Assignor's duties, liabilities, obligations, and covenants under or with respect to, or in any way arising in connection with, or relating to, the Contract from and after the Effective Date.
3. Assignee agrees to indemnify and hold Assignor harmless from any claim or demand resulting from:
 - a. any default by Assignee in its performance of any duties, liabilities, and obligations under the Contract, from and after the Effective Date; and
 - b. any deficient, wrongful, or non performance by Assignee under, or in connection with, the Contract, from and after the Effective Date.
4. Assignee shall be entitled to all money to be paid for services performed by Assignee under the Contract from and after the Effective Date, which rights are also assigned hereunder.
5. The assumption by Assignee of all of Assignor's duties, liabilities, and obligations under, or arising in connection with, the Contract expressly excludes, and nothing contained herein shall be construed to include with such assumption, the following:
 - a. any duties, liabilities, and obligations of Assignor arising from a default by Assignor in the performance of its duties, liabilities, and obligations under the Contract; and
 - b. any duties, liabilities, and obligations of Assignor arising from any deficient or wrongful performance by Assignor under, or in connection with, the Contract.
6. The assignment contemplated by this Agreement shall be effective as of January 15, 2012 (the "Effective Date").
7. This Agreement shall be binding upon and inure to the benefit of the parties, and their successors and assigns.
8. If any provision of this Agreement, or the application thereof, shall for any reason be determined by a court of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such specific provision herein shall not be held to invalidate any other provision herein, which other provisions shall remain in full force and effect. To the extent possible, such invalid or unenforceable provision shall be modified or interpreted by the court so as best to reasonably effect the intent of the parties, and the parties

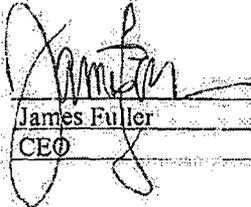
shall replace any such invalid or unenforceable provision with valid and enforceable provision(s) that are consistent with the modification or interpretation made by the court.

- 9. This Agreement may be executed by each party and delivered to the other party by facsimile or through electronic mail in portable document format (.pdf), and each such signature will be deemed an original.
- 10. This Agreement shall be governed by, construed and interpreted in accordance with, the laws of the State of Texas without regard to any applicable choice of law rules.

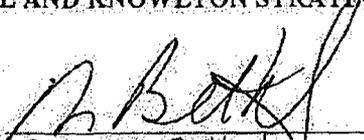
IN WITNESS WHEREOF, Assignor and Assignee have executed this Agreement, by and through the duly authorized corporate officers of each, as of the Effective Date.

ASSIGNOR:
PUBLIC STRATEGIES, INC.

ASSIGNEE:
HILL AND KNOWLTON STRATEGIES, LLC

By: 

 James Fuller
 CEO

By: 

 Danner Bethel
 Executive Vice President, U.S.

CLIENT CONSENT TO ASSIGNMENT

Her Royal Highness, the Princess Haya Bint Al Hussein hereby consents to the assignment of the above referenced Contract, effective as of the Effective Date.

By: _____
 Name: _____
 Title: _____

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